

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

KIM CURRY,)	
)	Case No.: 09 C 938
Plaintiff,)	
)	Judge St. Eve
v.)	
)	Magistrate Judge Mason
CITY OF CHICAGO, Chicago Police Officers)	
J.L. MOORE, Star 6312,)	
HARRY STRONG, Star 20366, and)	
SERGEANT ELVIN BOONE, Star 1964,)	
)	
Defendants.)	

RELEASE AND SETTLEMENT AGREEMENT

Plaintiff, Kim Curry, by one of her attorneys, Adele Nicholas, and defendants Jeffery Moore, Harry Strong, Elvin Boone and the City of Chicago, by one of their attorneys, Eboné A. Liggins, herein stipulate and agree to the following:

1. This action has been brought by plaintiff, Kim Curry, against defendants, City of Chicago, Jeffery Moore, Harry Strong, and Elvin Boone, and makes certain allegations contained in plaintiff's Amended Complaint.
2. Defendants deny each and every allegation of wrongdoing as stated in plaintiff's amended complaint, and, further, deny liability.
3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and

employees, and shall not serve as evidence or notice of any wrongdoing by or on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy. Plaintiff and her attorneys agree that they or any firm with which said attorneys are affiliated or with which said attorneys may later become affiliated shall not use this settlement as notice of misconduct on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees, or for any other purpose in any other litigation, and that any such use is inconsistent with the terms of this Release and Settlement Agreement.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, plaintiff, Kim Curry agrees to dismiss with prejudice all of her claims against defendant, City of Chicago and defendants, Jeffery Moore, Harry Strong, and Elvin Boone, with each side bearing its own costs and attorneys' fees.

5. Plaintiff, Kim Curry, accepts a settlement from the City of Chicago, in the total amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$7,500.00) DOLLARS, with each side bearing its own costs and attorneys' fees.

6. The City of Chicago agrees to pay plaintiff the total settlement amount within sixty (60) days after receipt by the Corporation Counsel's Office of a file-stamped copy of the Agreed Order of Dismissal. This sum shall be payable solely by the City of Chicago, and plaintiff and/or her attorneys agree that they will not seek payment from any source other than

the City of Chicago. The settlement check will be made payable to plaintiff, her attorneys, and lien claimants, if any, of which the City has notice.

7. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, plaintiff agrees to indemnify and hold harmless the City of Chicago, and its future, current, or former officers agents and employees including, but not limited to, the individual defendants, Jeffery Moore, Harry Strong, and Elvin Boone, from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by plaintiff under this settlement entered pursuant to this Release and Settlement Agreement.

8. Plaintiff, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, plaintiff does hereby release and forever discharge on behalf of herself and her heirs, executors, administrators and assigns, all claims she had or has against the individual defendants, Jeffery Moore, Harry Strong, Elvin Boone, and the City of Chicago, and its future, current or former officers, agents and employees, including but not limited to all claims she had, has, or may have in the future, under local, state, or federal law, arising either directly or indirectly out of the incident which was the basis of this litigation, and that such release and discharge also is applicable to any and all unnamed and/or unserved defendants.

9. This Release and Settlement Agreement and any documents that may be executed under paragraph 12 herein contain the entire agreement between the parties with regard to the settlement of this action, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives,

successors, and assigns of each.

10. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

11. In entering into this Release and Settlement Agreement, plaintiff represents that she has relied upon the advice of her attorneys, who are the attorneys of her own choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to her by her attorneys, and that those terms are fully understood and voluntarily accepted by plaintiff. Plaintiff also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that she and her attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

12. All parties agree to cooperate fully and to execute a Stipulation to Dismiss and any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basis terms and intent of this Release and Settlement Agreement.

Kim Curry, plaintiff

[REDACTED]
Chicago, IL 60617

Date of Birth: [REDACTED] 2007

Adele Nicholas
Law Offices of Lawrence V. Jackowiack
20 North Clark Street
Suite 1700
Chicago, Illinois 60602
Attorney for the Plaintiff

DATE: _____

CITY OF CHICAGO
a Municipal Corporation

BY:

Eboné A. Liggins
Andrew M. Hale & Associates
53 West Jackson Boulevard
Suite 1800
Chicago, Illinois 60604
Attorney for the Defendants

DATE: _____

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SERGEANT ELVIN BOONE, Star 1964,)
Defendants.)

AGREED ORDER OF DISMISSAL

This matter coming before the Court on the Stipulation of the parties, the parties having reached agreement to settle this matter, and the respective parties being represented by counsel, plaintiff, Kim Curry, by one of her attorneys, Adele Nicholas, and defendants Jeffery Moore, Harry Strong, Elvin Boone and the City of Chicago, by one of their attorneys, Eboné A. Liggins, and the parties having entered into a Release and Settlement Agreement and Stipulation to Dismiss, the Court, after reviewing the Release and Settlement Agreement, finding it to be fair and reasonable, and being otherwise fully advised in the premises, hereby incorporates the terms of the Release and Settlement Agreement herein and further orders as follows:

All of the claims of the plaintiff, against defendants, Jeffery Moore, Harry Strong, Elvin Boone, and the City of Chicago, are dismissed with prejudice and with each side bearing its own costs and attorneys' fees in accordance with the terms of the Release and Settlement Agreement.

ENTER: _____
Magistrate Judge Michael Mason
UNITED STATES DISTRICT COURT

DATED: _____

Eboné A. Liggins
Andrew M. Hale & Associates
53 West Jackson Boulevard, Suite 1800
Chicago, Illinois 60604

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Defendants.) Magistrate Judge Mason

STIPULATION TO DISMISS

IT IS HEREBY STIPULATED AND AGREED by and between the parties hereto, by their respective attorneys of record, that this matter has been settled pursuant to the Release and Settlement Agreement filed herewith and, therefore, this cause should be dismissed with prejudice and with each party bearing its own costs and attorneys' fees in accordance with the terms of the Release and Settlement Agreement and the Agreed Order of Dismissal.

Adele Nicholas, attorney for the Plaintiff
Law Offices of Lawrence V. Jackowiack
20 North Clark Street, Suite 1700
Chicago, Illinois 60602

Eboné A. Liggins, attorney for the
Defendants
Andrew M. Hale & Associates
53 West Jackson Boulevard, Suite 1800
Chicago, Illinois 60604

DATE: _____

DATE: _____